

Loudoun County, Virginia

REQUEST FOR PROPOSAL

INDIRECT COST ALLOCATION PLAN

ACCEPTANCE DATE: Prior to 4:00 p.m., February 12, 2008 "Local Verizon time"

RFP NUMBER: QQ-01383

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement, MSC #41C
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

Courtney L. Raye, CPPB

Contracting Officer

(571) 258-3190

(703) 771-5097 (Fax)

E-mail address: courtney.raye@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: January 11, 2008

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL

INDIRECT COST ALLOCATION PLAN

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Prepared By: Courtney L. Raye, CPPB /s/ Date: 1/18/2008
Contracting Officer

INDIRECT COST ALLOCATION PLAN

1.0 PURPOSE

The intent of this Request for Proposal is to obtain service proposals and fixed fee price proposals from qualified consultants or firms to prepare a County-wide Indirect Cost Allocation Plan that will document overhead costs for all County departments, offices and agencies and aid in the recovery of indirect costs incurred by the County to support and administer Federal and State grant programs and to provide indirect cost information for a County-wide Comprehensive User Fee Study. Respondents to this Request For Proposal should have extensive experience, a knowledgeable background, and qualifications in the following areas:

- 1.) Preparation of indirect cost allocation plans subject to General Services Administration's Office of Management and Budget Circular A-87 (OMB Circular A-87) (Cost Principles Applicable to Grants and Contracts with State and Local Governments).
- 2.) Preparation of cost allocation plans in accordance with Generally Accepted Accounting Principles (GAAP) as recognized by the Government Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than ten (10) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The County has developed an Indirect Cost Allocation Plan to aid in the recovery of indirect costs related to grants, especially in the area of Family Services. These plans allocate all overhead or indirect costs to all County agencies, including those that generate fees.

A copy of the County's Comprehensive Annual Financial Report for June 30, 2007 is available online at:

<http://www.loudoun.gov/Default.aspx?tabid=322&fmpath=/Comptroller>

A copy of the County's Fiscal Year 2008 Adopted Budget is available online at: <http://www.loudoun.gov/Default.aspx?tabid=448>

A copy of the prior Indirect Cost Allocation Plan is included in Attachment I.

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

The offeror shall:

- A. Develop and prepare a detailed Indirect Cost Allocation Plan for the County in accordance with OMB Circular A-87.
- B. Develop and prepare indirect cost proposals as requested by the various federal grantor agencies in accordance with OMB Circular A-87.
- C. Assist the County in developing data collection worksheets, allocation bases, indirect cost pools, and methods of distributing costs for appropriateness and also to identify alternative methodologies which may favorably impact indirect cost recoveries.
- D. Incorporate strategies and procedures previously implemented by the County that may be superior, in terms of potential recovery, to strategies and procedures that would otherwise be implemented.
- E. Present, negotiate and secure approval of the Plan with appropriate Federal and State agencies.
- F. Provide instruction sessions with County personnel to ensure the perpetuation of the Plan and to enable the County to annually update the indirect cost rate proposals in the most efficient manner.
- G. Monitor recoveries for the term of the Contract to ensure all allowable recoveries are realized.
- H. Deliver a completed Indirect Cost Allocation Plan within eight (8) weeks after Contract award.
- I. Furnish the County with copies of all documents and materials prepared or developed in relation with or as part of the project.
- J. Assume complete responsibility for all tasks detailed above and shall not require County personnel to assist them. Any task not specifically detailed in the proposed work programs as the responsibility of the County will be the responsibility of the Consultant or firm.

5.0 COUNTY COMMITMENT TO PROJECT

The County will:

- A. Provide temporary office space, copy services and telephone for intra-County calls only. Temporary office space is limited to a maximum of three (3) Consultants.
- B. Provide liaison services with all other County departments as needed, including introductions, scheduling of appointments, and very limited assistance in gathering data.
- C. Provide access to such financial and other information as needed by the Consultant to prepare the Indirect Cost Allocation Plan.

6.0 QUALIFICATIONS OF CONSULTANT OR FIRM

The offeror shall provide:

- A. List of all consulting personnel who will participate in the engagement. Indicate the experience of each in preparing cost allocation plans subject to OMB Circular A-87 during the past one (1) year.
- B. List of local government cost allocation and indirect cost recovery plans completed during the past year by the personnel listed above, with (a) name of city or county, (b) client contact with telephone number, and (c) Federal negotiator with whom each plan was negotiated.
- C. List (with contact's name, address and telephone number) of organizations or groups which have endorsed the firm's services in the areas of indirect cost allocation plans.

7.0 GUARANTEES BY CONSULTANT OR FIRM FOR INDIRECT COST ALLOCATION PLAN

Consultant or firm shall, as a condition of payment related to the Indirect Cost Allocation Plan, guarantee the following:

- A. Consultant or firm shall successfully negotiate the Indirect Cost Recovery Plan with the Federal or State agency before any fees are due.
- B. The County will successfully recover Federal and/or State funds in excess of the fees, due solely to consultant's plan, before fees are due.
- C. The Consultant or firm shall defend the County, for a period of three (3) years from the date that the Consultant or firm delivers the completed Indirect Cost Allocation Plan, if the cost allocation plan is audited or challenged by Federal or State representatives.
- D. Consultant or firm shall not request additional fees from the County regardless of its actual time and reimbursable expenses on the engagement.

8.0 COMPUTERIZED SYSTEMS OF CONSULTANT OR FIRM

All offerors shall:

- A. Submit descriptive statements on firm's software package relating to its ability to perform cost allocation, cost allocations techniques, and form of

output. In addition, specify firm's willingness to share this system with the County and provide a list of all clients who currently use the system on this basis.

- B. Submit information on at least one (1) County or City Indirect Cost Allocation Plan prepared using your firm's computer software package and a copy of the user manual provided to clients.

9.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Contract Terms and Conditions. **Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional Contract terms may result in rejection of the proposal.**

9.1 Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Director of Management and Financial Services or his/her authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director of Management and Financial Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Consultant.

9.2 Contract Period

The Contract shall cover the period from July 1, 2008 through June 30, 2013, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to one (1) additional five (5) year period. Any renewal shall be based on the same prices, terms and conditions as the initial term.

Notice of intent to renew will be given to the Consultant in writing, normally ninety (90) days before the expiration date of the current term.

9.3 Delays

If delay is foreseen, the Consultant shall give immediate written notice to the Division of Procurement. The Consultant must keep the County advised at all times of the status of work. Default in promised service (without accepted reasons) or failure to meet scope of services, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Consultant.

9.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business,

Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

9.5 Payment of Taxes

All Consultants located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Consultant prior to the award of any Contract or Contract renewal.

9.6 Insurance

The Consultant shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Consultant, his agents, representatives, employees or subconsultants at their own expense. Proof of coverage as contained herein shall be submitted prior to entering into the Contract and such coverage shall be maintained by the Consultant for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Consultant, his agents, representatives, employees or subconsultants.

Minimum Limits

Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit

\$5,000 Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

D. Professional Liability

Minimum limits are \$1,000,000 per claim.

E. Coverage Provisions

1. The Consultant shall furnish to the County certificates of insurance including all policy exclusions and endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached. The certificates shall indicate the Contract name and number.
2. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the Consultant may be required to procure a bond guaranteeing payment of losses and related claims expenses.
3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
4. The Consultant's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
5. The Consultant shall provide immediate written notice to the County before any cancellation, suspension, or void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.
6. All coverage for subconsultants of the Consultant shall be subject to all of the requirements stated herein.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials,

agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.

9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

9.7 Hold Harmless Clause

The Consultant shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Consultant. The Consultant agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Consultant" includes their employees, officials, agents, and representatives. "Consultant" also includes subconsultants and suppliers to the Consultant. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

9.8 Safety

All Consultants and subconsultants performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Consultants and subconsultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

9.9 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504

to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

9.10 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

9.11 Employment Discrimination by Consultants Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Consultant agrees as follows:
 - 1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Consultant will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

9.12 Drug-free Workplace

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

9.13 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

9.14 Immigration Reform and Control Act of 1986

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

9.15 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as those employees work for the Consultant, either as employees or subconsultants, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

9.16 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Consultant and its employees shall be professional and courteous at all times. The County may, in writing, require the Consultant to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the

work performed under the Contract. Any inspection by the County does not relieve the Consultant from any responsibility in meeting the Contract requirements.

9.17 Exemption from Taxes

The Consultant shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or product provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Consultant shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including but not limited to taxes on materials purchased by a Consultant for incorporation in or use on a construction project.

9.18 Invoicing and Payment

Consultant shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
Dept of Mgmt & Financial Services, MSC #41D
1 Harrison St, SE, P.O. Box 7000
Leesburg, VA 20177

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation.

Individual Consultants shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

9.19 Payments to Subconsultants

Within seven (7) days after receipt of amounts paid by the County for work performed by a subconsultant under this Contract, the Consultant shall either:

- A. Pay the subconsultant for the proportionate share of the total payment received from the County attributable to the work performed by the subconsultant under this Contract; or

- B. Notify the County and subconsultant, in writing, of his intention to withhold all or a part of the subconsultant's payment and the reason for non-payment.

The Consultant shall pay interest to the subconsultant on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Consultant shall include in each of its subcontracts a provision requiring each subconsultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subconsultant.

The Consultant's obligation to pay an interest charge to a subconsultant pursuant to this provision may not be construed to be an obligation of the County.

9.20 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

9.21 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not

amortized in the price of the supplies or services delivered under the Contract.

9.22 Contractual Disputes

The Consultant shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Consultant shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

9.23 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

9.24 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

9.25 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONSULTANT:

(TBD)

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement, MSC #41C
1 Harrison St, SE, 4th Floor
Leesburg, VA 20175

9.26 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Consultant shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

9.27 Registering of Corporation

The Consultant shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

9.28 Criminal Background Checks

The Consultant shall submit the names, social security numbers, and other information of its employees when requested. This information will only be used by Loudoun County to obtain nation-wide criminal background checks when the county, in its sole discretion, determines it necessary for reasons of security or confidentiality. These background checks, when requested, will be performed at the County's expense.

The County reserves the right to require immediate removal of any Consultant employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Consultant agrees to this condition by accepting this Contract. The Consultant should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

9.29 Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Consultant agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Consultant understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such

disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.

The Consultant further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

10.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- A. Relevant experience and qualifications of firm - **40 pts**
- B. Technical approach to executing the required Scope of Services outlined in Section 4.0 - **35 pts**
- C. Compliance with Contract Terms and Conditions - **5 pts**
- D. Cost of Services - **20 pts**

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the short listed firms. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

11.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

11.1 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part shall not relieve the Consultant of its contractual obligations. Technical and Price proposals must be submitted at the same time in separate sealed containers.

Technical information provided shall not include price or cost data. The inclusion of price or cost data in the Technical proposal may be cause for the proposal being rejected. The Price proposal shall be submitted on the Request for Proposal pricing forms if provided. Include other information as requested or required. The proposal container must be completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, the title of the RFP, and whether it is the Technical or Price proposal. Proposals must be received by the Division of Procurement PRIOR to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to 1 Harrison Street, SE, 4th Floor, MSC #41C Leesburg, Virginia 20175. Faxed and e-mailed proposals will NOT be accepted.

11.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

11.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of one hundred twenty (120) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

11.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

11.5 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show

TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

11.6 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. Technical and price proposals are to be returned and submitted in separate sealed containers. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- D. Proposals must be received by the Division of Procurement prior to the acceptance date and time. Requests for extensions of this time and date will not be granted unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- E. Each firm shall submit one (1) original and four (4) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

11.7 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

11.8 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Consultant to complete his task.

11.9 Subconsultants

Offerors shall include a list of all subconsultants with their proposal. Proposals shall also include a statement of the subconsultants' qualifications. The County reserves the right to reject the successful offeror's selection of subconsultants for good cause. If a subconsultant is rejected the offeror may replace that subconsultant with another subconsultant subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

11.10 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

11.11 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

11.12 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County.

11.13 Prohibition as Subconsultants

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

11.14 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

11.15 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

11.16 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

11.17 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

11.18 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

11.19 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197,

Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.html>. Certain isolated transactions or sales conducted through independent contractors do not require registration. Offerors should consult the Code of Virginia Section 13.1-757 for more information.

11.20 Cooperative Procurement

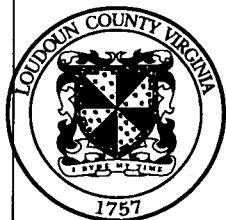
As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

11.21 W-9 Form Requested

Each offeror shall submit a completed W-9 form with their proposal in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

11.22 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
P.O. Box 7000
Leesburg, Virginia 20177-7000

12.0 INDIRECT COST ALLOCATION PLAN PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agrees to provide an Indirect Cost Allocation Plan as defined in Request for Proposal No. QQ-01383 as defined herein for a price of:

1 st year	\$ _____
2 nd year	\$ _____
3 rd year	\$ _____
4 th year	\$ _____
5 th year	\$ _____

As related to the Indirect Cost Allocation Plan, such yearly fee to be paid by the County only if the County successfully recovers Federal and/or State funds in excess of the stated due solely to the firm's plan and negotiated efforts.

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

ITEM:	INCLUDED: (X)
1. References	_____
2. Addenda, if any.	_____
3. One (1) original and four (4) copies	_____
4. Proposal Response Information	_____
5. W-9 Form (11.21)	_____
6. Certificate of Insurance (11.22)	_____

**INDIRECT COST ALLOCATION PLAN
PROPOSAL SUBMISSION FORMS**

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (11.5): _____

Signature: _____ Date: _____

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01383

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/> Dodge Reports	
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

QQ-01383

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**

RIDER CLAUSE
Use of Contract by Members of the
Northern Virginia Cooperative Purchasing Council and
the Metropolitan Washington Council of Governments

RFP **INDIRECT COST ALLOCATION**

QQ- **01383**

This clause is intended to allow a successful vendor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful vendor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify a bidder nor adversely affect the award of the contract.

BIDDER'S AUTHORIZATION FOR PARTICIPATION:

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Auth		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

BIDDER SIGNATURE _____ DATE _____

Please return form with proposal. Revised 6/2006